



Order Filed on March 25, 2019
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

SCOTT D. SHERMAN, ESQUIRE

Bar ID: 019961992

Minion & Sherman

33 Clinton Road, Suite 105

West Caldwell, New Jersey 07006

(973) 882-2424

Attorney for Creditor Wells Fargo Bank, N.A., as Trustee for Carrington
Mortgage Loan Trust, Series 2006-FRE1 Asset-Backed Pass-Through
Certificates

C.241-5502.NF

In Re:

Dianna Guadagnino

Case No.: 17-12951-RG

Adv. No.:

Hearing Date: 8/7/18 at 11:00 a.m.

Judge: Rosemary Gambardella

AMENDED CONSENT ORDER RE ADEQUATE PROTECTION

The relief set forth on the following pages, numbered two (2) through four (4) is
hereby **ORDERED**.

DATED: March 25, 2019

A handwritten signature in cursive script, reading "Christine M. Gravelle", is written over a horizontal line.

Honorable Christine M. Gravelle
United States Bankruptcy Judge

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Debtor: Dianna Guadagnino

Case No. 17-12951-RG

Caption of Order: Amended Consent Order Re Adequate Protection

IT IS HEREBY CONSENTED by and between Movant, Wells Fargo Bank, N.A., as Trustee for Carrington Mortgage Loan Trust, Series 2006-FRE1 Asset-Backed Pass-Through Certificates, its assignees and/or successors in interest, through its retained counsel, Scott D. Sherman, Esquire, for Prober & Raphael, A Law Corporation, and Debtor Dianna Guadagnino, through her counsel, David Edelberg, Esquire, to amend the Consent Order re Adequate Protection previously entered on August 28, 2018, as follows:

1. The Plan's treatment for Wells Fargo Bank, N.A., as Trustee for Carrington mortgage Loan Trust, Series 2006-FRE1 Asset-Backed Pass-Through Certificates set forth in section 2.2 of the Plan is hereby modified to provide; (i) an annual interest rate of 3.25% per annum.; (ii) the Unpaid Principal Balance is determined to be \$522,306.90 (iii) the term of the note will be 30 years as of the present term of the loan will not be modified by the plan; (iii) monthly payments will be approximately \$2,273.00, subject to change pursuant to the loan documents.

2. The Debtor shall maintain the regular monthly payments on Movant's loan obligation, and otherwise comply with all other terms of the subject Note and Mortgage, including, but not limited to, the requirement to maintain insurance naming Movant as the loss payee, encumbering the subject Property, generally described as **252 Suydam Ave, Jersey City, New Jersey 07304**, in a timely fashion, commencing with the January 1, 2019 payment at the modified amount of \$2,273.00. Any payment received after the 15th of each month shall be considered over due and therefore Movant can assess a late fee of 5% of the overdue payment. Payments on Movant's loan obligation shall be made to Movant's servicing agent, Carrington Mortgage Services, LLC, Bankruptcy Department, P.O. Box 3730, Anaheim, CA 92806.

3. Any pre and post-petition arrears up to January 1, 2019 are incorporated into the new Unpaid Principal Balance.

4. Taxes associated with the property and required insurance will not be escrowed. Debtor is responsible for all such taxes and insurance and understands Debtor must maintain insurance naming Movant as the loss payee and maintain payment of property taxes. Any delinquency or failure to pay is subject to the default terms in Paragraph 5.

5. In the event Debtor fails to timely and properly comply with the payments set forth in Paragraph 1, 2 or 4 hereinabove, or any other terms of the subject Note and Mortgage including, but not limited to, the requirement to maintain insurance naming Movant as the loss payee and maintain payment of property taxes, Movant may file and serve a Certification of Default on Debtor and Debtor's counsel. Debtor shall have thirty (30) days from the date of service of said Certification within which to cure the existing breach. A cure of the breach shall include, but not be limited to, any late charges, costs and/or advances due pursuant to the Note. If Debtor fails to do so, then on the thirty-first (31st) day, Movant shall serve and lodge a Declaration Re Non-Compliance along with a final Order for Relief from the Automatic Stay. Absent a showing that the required payments were timely tendered to and received by Movant, in good funds, the Court shall cause said Order to be entered. Upon the entry of said Order, the Automatic Stay in the above-entitled bankruptcy proceeding shall be immediately vacated and extinguished for all

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Debtor: Dianna Guadagnino

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purposes as to Movant, allowing Movant to proceed with foreclosure of the subject Property, pursuant to applicable State law.

6. Any funds received by Movant, which are subsequently returned for non-sufficient funds, including funds received and applied prior to the terms of this Order, shall be subject to the default provisions contained herein.

7. Should Movant obtain relief from the automatic stay due to a breach of the terms of this Order, any Order for Relief from the Automatic Stay shall provide for the 14-day stay described by Bankruptcy Rule 4001(a)(3) to be waived.

8. Upon Entry of the Order on the Amended Consent Order re Adequate Protection, Wells Fargo Bank, N.A., as Trustee for Carrington mortgage Loan Trust, Series 2006-FRE1 Asset-Backed Pass-Through Certificates casts its ballot in favor of confirmation of the Plan.

9. The terms and conditions of this Stipulation may not be modified, altered or changed in any Chapter 11 Plan for Reorganization without the express written consent of Movant.

10. Debtor shall incorporate the terms of this Consent Order into the [Amended] Plan and Order Confirming Plan.

11. In the event the instant bankruptcy proceeding is dismissed or discharged, this Consent Order shall be terminated and have no further force or effect.

12. The movant shall serve this order on the debtor, any trustee and any other party who entered an appearance on the motion.

By 

SCOTT D. SHERMAN, ESQUIRE

Bar ID: 019961992

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(973) 882-2424

Attorney for Movant

C.241-5502/NF

By 

DAVID EDELBERG, ESQUIRE

Cullen and Dykman, LLP


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(201) 488-6541 (Fax)

Attorney for Debtor



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Debtor: Dianna Guadagnino

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Caption of Order: Amended Consent Order Re Adequate Protection

CERTIFICATE OF MAILING

I hereby certify that on _____, 2018, a copy of the foregoing
Order was served on each of the following: Movant.

Certificate of Notice Page 5 of 5
United States Bankruptcy Court
District of New Jersey

In re:
Dianna Guadagnino
Debtor

Case No. 17-12951-RG
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0312-2

User: admin
Form ID: pdf903

Page 1 of 1
Total Noticed: 2

Date Rcvd: Mar 25, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 27, 2019.

db +Dianna Guadagnino, 287 Communipaw Avenue, Jersey City, NJ 07304-4003
aty +Cullen and Dykman LLP, 433 Hackensack Avenue, Hackensack, NJ 07601-6319

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 27, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 25, 2019 at the address(es) listed below:

Anna Landa on behalf of Creditor Wells Fargo Bank, N.A., as Trustee for Carrington mortgage Loan Trust, Series 2006-FRE1 Asset-Backed Pass-Through Certificates cmartin@pralc.com, ecf6@ecf.courtdrive.com
David Edelberg on behalf of Debtor Dianna Guadagnino dedelberg@cullenanddykman.com, edelbergdr82964@notify.bestcase.com
David Gerardi on behalf of U.S. Trustee U.S. Trustee david.gerardi@usdoj.gov
Denise E. Carlson on behalf of Creditor BANK OF AMERICA, N.A. dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com
Eamonn O'Hagan on behalf of Creditor United States of America (Internal Revenue Service) eamonn.ohagan@usdoj.gov
Emmanuel J. Argentieri on behalf of Creditor M & T BANK, SUCCESSOR BY MERGER TO HUDSON CITY SAVINGS BANK bk@rgalegal.com
Lauren Rebecca Jacoby on behalf of Creditor Navient Solutions, LLC lrjacoby@jacobyawonline.com
Melissa N. Licker on behalf of Creditor Specialized Loan Servicing, LLC NJ_ECF_Notices@McCalla.com
Nancy Isaacson on behalf of Creditor Liquidity Solutions nisaacson@greenbaumlaw.com
Nancy Isaacson on behalf of Transferee Liberty Park Commons, LLC nisaacson@greenbaumlaw.com
Nicholas Paul Edwards on behalf of Creditor Wells Fargo Bank, N.A., as Trustee for Carrington mortgage Loan Trust, Series 2006-FRE1 Asset-Backed Pass-Through Certificates nedwards@sph-law.com, amckenzie@huntonak.com; plozano@huntonak.com
Ramanjit K. Chawla on behalf of Creditor State Of New Jersey ramanjit.chawla@dol.lps.state.nj.us
Robert S. Roglieri on behalf of Creditor Donald V. Biase rroglieri@msbnj.com
Scott D. Sherman on behalf of Creditor Wells Fargo Bank, N.A., as Trustee for Carrington mortgage Loan Trust, Series 2006-FRE1 Asset-Backed Pass-Through Certificates ssherman@minionsherman.com
Shoshana Schiff on behalf of Creditor Donald V. Biase sschiff@msbnj.com
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov
William M.E. Powers on behalf of Creditor U.S. Bank National Association, as Trustee for MASTR Asset Backed Securities Trust 2006-AB1, Mortgage Pass-Through Certificates, Series 2006-AB1 ecf@powerskirn.com
William M.E. Powers, III on behalf of Creditor U.S. Bank National Association, as Trustee for MASTR Asset Backed Securities Trust 2006-AB1, Mortgage Pass-Through Certificates, Series 2006-AB1 ecf@powerskirn.com

TOTAL: 18